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Universal Card, Inc., National Payment Processing, Inc.,  
11 Universal Merchant Services, LLC, Jason Moore, Robert  
Parisi, Nathan Jurczyk, Eric Madura, and Alicyn Roy  
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13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**  
15 **OAKLAND DIVISION**

16 JUST FILM, INC.; RAINBOW BUSINESS  
17 SOLUTIONS, D/B/A PRECISION TUNE  
18 AUTO CARE; BURLINGAME MOTORS,  
INC.; DIETZ TOWING, INC.; THE ROSE  
DRESS, INC.; VOLKER VON  
19 GLASENAPP; JERRY SU; VERENA  
BAUMGARTNER; TERRY JORDAN;  
20 LEWIS BAE; AND ERIN CAMPBELL on  
21 behalf of themselves, the general public and  
those similarly situated,

22 Plaintiffs,

23 v.  
24

25 MERCHANT SERVICES, INC.;  
NATIONAL PAYMENT PROCESSING;  
26 UNIVERSAL MERCHANT SERVICES  
LLC; UNIVERSAL CARD, INC.; JASON  
27 MOORE; NATHAN JURCZYK; ROBERT  
PARISI; ERIC MADURA; FIONA  
28 WALSHE; ALICYN ROY; MBF LEASING

Case No. CV 10-01993 CW

**DECLARATION OF NATHAN  
JURCZYK**

1 LLC; NORTHERN FUNDING LLC;  
2 NORTHERN LEASING SYSTEMS, INC.;  
3 GOLDEN EAGLE LEASING LLC; LEASE  
4 SOURCE-LSI, LLC; LEASE FINANCE  
5 GROUP, LLC; JAY COHEN; LEONARD  
6 MEZEI; SARA KRIEGER; BRIAN  
7 FITZGERALD; SAM BUONO; MBF  
8 MERCHANT CAPITAL, LLC; RBL  
9 CAPITAL GROUP, LLC; WILLIAM  
10 HEALY; JOSEPH I. SUSSMAN; JOSEPH I.  
11 SUSSMAN, P.C.; AND SKS ASSOCIATES,  
12 LLC,

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14 Defendants.

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16 AND RELATED ACTIONS.  
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1 I, Nathan Jurczyk, declare as follows:

2 1. I am vice president of defendant Universal Card, Inc. ("Universal"). As vice  
3 president, I oversee and am responsible for all business operations of Universal. I also am an  
4 authorized agent of defendants Merchant Services, Inc. ("Merchant") and National Payment  
5 Processing, Inc. ("National"). As an authorized agent, I am authorized to, among other things,  
6 engage in business negotiations on behalf of Merchant and/or National, enter into contracts on  
7 behalf of Merchant and/or National, and often am involved in strategic planning on behalf of  
8 Merchant and/or National as it relates to Universal. I make this declaration in response to the  
9 Court's order granting the settling parties' stipulation and [proposed] order to continue the dates  
10 set forth in the Court's preliminary approval order in the above-entitled action (Dkt. No. 529,  
11 filed July 12, 2013). I know the facts stated herein to be true based upon my own personal  
12 knowledge or upon my review of the records and files maintained by Universal, Merchant, and  
13 National in the regular course of business. If called and sworn as a witness, I could and would  
14 testify competently thereto.

15 2. Based on my review of the records of Universal, Merchant, and National, as well as  
16 documents produced by other defendants in this case, I estimate that there are approximately  
17 12,600 merchants that entered into a contract for bankcard processing services and a concurrent  
18 lease for bankcard processing equipment through one or more of Universal, Merchant, and  
19 National between March 26, 2006 and March 20, 2013. Of those merchants, I estimate that, as  
20 of July 2013, approximately 5,200 remained in a bankcard processing agreement through one or  
21 more of Universal, Merchant, and National for more than sixty (60) days after the expiration of  
22 the initial term of the agreement and/or continued to lease bankcard processing equipment

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1 through one or more of Universal, Merchant, and National for more than sixty (60) days after  
2 the expiration of the initial term of the lease.

3 I declare under penalty of perjury under the laws of the United States that the foregoing  
4 is true and correct.

5 Executed on August 12, 2013, at Irvine, California.

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7   
Nathan Jurczyk

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9 IRI-50009v2